

2007 REASSESSMENT SOLUTION
CONTRACT



HOWARD COUNTY, INDIANA

PREPARED AND SUBMITTED BY

AD VALOREM SOLUTIONS, LLC

506 E. NORTH ST.

KOKOMO, INDIANA 46901

THE REASSESSMENT SOLUTION

TABLE OF CONTENTS

	Page
PROFESSIONAL SERVICES AGREEMENT	02
1.0 General Undertaking	02
2.0 Term of Engagement	02
3.0 Nature of Engagement	02
4.0 Price and Payment	02
5.0 Non-circumvention	03
6.0 Notices	03
7.0 Termination	03
8.0 Independent Contractor Status	04
9.0 Delays	04
10.0 Non-Disclosure	04
11.0 Security, No Conflicts	04
12.0 Insurance, Indemnity	05
13.0 Transmission of Data	05
14.0 Contract Representative	05
15.0 DLGF Oversight	05
16.0 Force Majeure	06
17.0 Professional Appraiser Certification; Contract Void on Revocation	06
18.0 Maintaining a Drug-Free Workplace	06
19.0 Miscellaneous	07
STATEMENT OF WORK	08
20.0 Reassessment Solution	08
20.1 Existing Records and Maps	08
20.2 Land Valuation	08
20.2.1 Lot Sizes	09
20.2.2 Acreage Sizes	09
20.2.3 Soil Delineation	09
20.2.4 Influence Factors	09
20.3 Residential/Agricultural Valuation	09

20.3.1	Data Collection.....	09
20.3.2	Valuation.....	10
20.3.3	Call Back Procedures.....	10
20.4	Commercial/Industrial Valuation.....	10
20.4.1	Data Collection.....	10
20.4.2	Valuation.....	11
20.5	Exempt Property Valuation.....	11
20.6	Utility Property Valuation.....	11
21.0	Data Entry.....	11
22.0	Splits and Consolidations.....	11
23.0	Annual Adjustment/Trending.....	12
23.1	Sales Data Base.....	12
23.2	Preliminary Sales Ration Study.....	12
23.3	Neighborhood Factors.....	12
23.4	Additional Stratification.....	12
23.5	Land Values.....	12
23.6	Presentation to PTABOA.....	12
23.7	Entry of Factors.....	12
23.8	Equalization Study.....	12
24.0	Appeals.....	13
24.1	Informal Appeals.....	13
24.2	Formal Appeals.....	13
24.3	Appeals Beyond the PTABOA.....	13
25.0	Start and Completion.....	14
26.0	Penalty.....	14
27.0	Assessor Responsibility.....	14
28.0	Office Space and Equipment.....	15
29.0	Additional Services.....	15
30.0	Notification of Taxpayer.....	15
31.0	Areas Included in Contract.....	15
32.0	Parcel Count.....	15
33.0	Level Two Appraiser Responsibility.....	16
34.0	Administrative Responsibility.....	16
35.0	Parcel Characteristics.....	16

Agreement..... 17

Signatures..... 17

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Ad Valorem Solutions, LLC, with office at 506 E. North St., Kokomo, IN 46901 (the "Contractor") and the County Assessor, with office at 236 N. Main St., Kokomo, IN 46901; the Township Assessors, and the Township Trustee Assessors of Howard County (the "Assessor").

1.0 General Undertaking

The parties are entering into this Agreement to establish a relationship whereby Assessor is commissioning Contractor to perform certain general consulting services and to deliver certain written findings and recommendations specified in the attached Statement of Work (collectively, "Reassessment Solution").

2.0 Term of Engagement

This Agreement shall commence on the date stated in Section 25 (Start and Completion) and unless terminated earlier in accordance with Section 7 ("Termination") shall continue in full force and effect until the Statement of Work is completed according to its terms. Termination shall have no effect on Assessor's obligation to pay the applicable labor rate or an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.

3.0 Nature of Engagement

Contractor is being hired on a Fixed Price basis to perform the Services and provide the Deliverables according to specifications described in the Statement of Work (the "Reassessment Solution"). Any changes to the scope of work shall be subject to a written Change Order that includes an appropriate adjustment to the price, delivery dates or a notation that no such adjustments are necessary. If the parties cannot agree on the characterization of an item as "out-of-scope," Contractor shall fill the request without prejudice to its claim for reasonable compensation. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.

4.0 Price & Payment

(a) Price. The Services and all Deliverables described in the Statement of Work are provided at a firm fixed price of One Hundred Sixty-nine Thousand Seven Hundred Dollars (\$169,700.00). The price includes Contractor's wages, overhead, general and

administrative expenses and all other indirect costs and profit to be recovered or charged under this Agreement. Contractor shall pay its personnel at least the minimum wage applicable to each labor classification.

(b) Invoices. The price for all Services shall be invoiced in twelve (12) equal payments.

(c) Payment. Payment shall be made within thirty (30) days after date of invoice subject to the Assessor's statutory claims procedure. Assessor may not withhold or "setoff" any amounts due hereunder except for penalties imposed under Section 26 and Contractor reserves the right to cease work without prejudice and assert appropriate liens if amounts are not paid when due. Assessor shall execute any required financing statements.

(d) Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for Services include Contractor's reasonably anticipated out-of-pocket costs for travel. Any extraordinary expenses shall be subject to good faith negotiation by the parties.

5.0 Non-circumvention

During the Term and for a period of one (1) year thereafter, Assessor agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of Contractor without the prior written consent of Contractor. Violation of this provision shall, in addition to other relief, entitle Contractor to enforce this provision by injunction or restraining order.

6.0 Notices

Notices sent to either party shall be effective when delivered in person or transmitted by telecopy ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

7.0 Termination

This Agreement shall terminate upon expiration of the Term described in Section 2 ("Term of Engagement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action

reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' rights or obligations under Section 5 ("Non-circumvention").

8.0 Independent Contractor Status

Each party and its people are independent Contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

9.0 Delays.

Whenever the Professional Appraiser or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within five (5) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

10.0 Non-Disclosure

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than the appropriate public officials and their authorized agents. Any data which is to be released shall be provided to the Assessor(s) who shall provide for its release.

11.0 Security, No Conflicts

Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other

government and shall promptly notify the other party if any such conflict arises during the Term.

12.6 Insurance, Indemnity

Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

13.0 Transmission of Data

It is the responsibility of the Assessor to adequately provide for the creation and transmission of real property assessment data in the form required by the Legislative Services Agency and the division of data analysis of the Department of Local Government Finance.

14.0 Contract Representative

A Contract Representative shall be appointed by the Assessor for this contract.

The Contract Representative may inspect the records of the contractor to verify the progress and evaluate the quality of work performed, and may accompany the Contractor's personnel in their assigned duties to assure the contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

The Contractor shall, upon request from the Contract Representative, provide written reports to the Contract Representative as to the progress of the project. These reports may include areas being worked in, areas completed, and problems related to the project. These reports will be provided at the time of invoicing.

15.0 DLGF Oversight

In order to insure the project is being performed to the highest standards, the Department of Local Government Finance and the Legislative Agency may, upon request, review and approve the work performed during this task. Any problems found in the process of the

review should be shared with the Contractor as well as the Assessors.

16.0 Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

17.0 Professional Appraiser Certification; Contract Void on Revocation.

- (a) The Professional Appraiser must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he/she/it: is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- (b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

18.0 Maintaining a Drug-Free Workplace.

Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Professional Appraiser further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Professional Appraiser in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Professional Appraiser to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessors to impose sanctions against Professional Appraiser including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Professional Appraiser from doing further business with the County for up

to three (3) years.

19.0 Miscellaneous

This document and the Statement of Work attached hereto constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Assessor without Contractor's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

STATEMENT OF WORK

Under the terms of this contract the Contractor shall perform the duties required to assist the Assessors in adjusting the assessed values toward the 2008 assessment year. Those duties will include updating 1/4 of each class of property record cards, as supplied by the Assessor, with changes that have occurred since the last county wide reassessment on the following classes of properties:

Residential

Industrial

Agricultural

Public Utilities

Commercial

Exempt

It is understood that the Contractor agrees to provide and perform the work provided herein in a professional manner that will promote client, taxpayer public confidence and support; and in accordance with:

- The Real Property Assessment Manual (50 IAC 2.3) as accepted by the State Board of Tax Commissioners on May 10, 2001;
- The Real Property Assessment Guidelines for 2002 – Version A;
- All applicable rules, regulations and requirements of the Department of Local Government Finance as they were in effect as of the date of this proposal;
- Recognized professional appraisal standards, methods and techniques;

20.0 Reassessment Solution

20.1 Existing Records and Maps

The Assessor will provide the Contractor with copies of the current property record cards with existing sketches and physical characteristics through the 2007 maintenance. The parcels shall be arranged in an agreed upon order. The Assessor shall provide the Contractor with aerial plat maps updated with changes through 2007 splits and combinations.

The Contractor may route all parcels using the most current plat maps in an order that will expedite the collection process. The routing number will be listed on the maps and the parcels for entry into the CAMA system.

20.2 Land Valuation

20.2.1 Lot Sizes – The Contractor may review the lot sizes for accuracy by comparing the plat maps to the property record cards. The plat maps will be assumed correct unless documentation can be provided to the contrary.

20.2.2 Acreage Sizes – The Contractor may review the acreage size for accuracy by comparing the plat maps to the property record cards. The plat maps will be assumed correct unless documentation can be provided to the contrary. The Contractor will validate the proper land allocation including but not limited to the following:

- Residential – Roadway, Homesites, Excess Acreage
- Agricultural – Ag Support Land, Homesites, Farmland use allocation
- C/I/U/E – Roadway, Primary, Secondary, Useable, and Unusable Undeveloped ground

20.2.3 Soil Delineation – The County's CAMA system shall provide the ability to extend the values of each individual farm parcel. The Assessor will be responsible for all soil delineation for agricultural properties.

20.2.4 Influence Factors – The Contractor will apply influence factors to affect land values for differences from the standard in which the land values were established. These influence factors shall include but are not limited to the following:

Unimproved lots
Excess Frontage
Restrictions

Mis-improved lots
Shape or Size
Corner Influence

20.3 Residential/Agricultural Valuation

The Contractor shall review one-fourth (1/4) of the county's residential/ agricultural properties as supplied by the Assessor. The Contractor shall be responsible to appraise the values of said properties for Ad Valorem tax purposes – estimating the true tax value of each parcel of land and improvements thereon.

20.3.1 Data Collection – During this phase of operation the properties as supplied by the Assessor shall be reviewed by the Contractor for inaccuracies in dimensions and description. Each residence may be reviewed by viewing three sides. Where errors or omissions in sizes are found, the improvements shall be measured and corrections noted on the property record card. If additional information is needed from the interior of the house, contact will be made with the owner or tenant to obtain the information needed.

Outbuildings shall be reviewed in the same manner as the residence. Dimensions viewed as being in error will be measured and corrections noted on the property record card. The outbuildings will not be drawn to scale but

rather be numbered in their approximate location to the dwelling on the property.

A complete listing of all agricultural outbuilding shall be obtained in the same manner and format utilized for residential auxiliary buildings. Particular care and attention shall be paid to recently constructed agricultural structures and older agricultural structures which are no longer used. An attempt should be made to discuss the utilization of agricultural structures with the agricultural owner and/or operator to determine the utilization and functional value of all agricultural structures.

Note: Field Data collecting personnel shall not enter confinement livestock buildings or fenced areas in which livestock are or may be kept without first contacting and giving the owner, manager or authorized employee of the owner or manager of such livestock facility the opportunity to personally accompany the field data collector to such facility or area. If the field data collector deems it necessary to enter such facility or area, then the field data collector shall use new (unused) disposable foot coverings (boots) designed for the prevention of contamination or spread of livestock diseases furnished by the Contractor and approved by the Contractor Representatives. The foot coverings shall be disposed of on the premises in the presence of the owner, manager or authorized employee.

20.3.2 Valuation – After reviewing the property characteristics and measurements of the structures, the Contractor shall appraise the property by use of sales data, grade factors, condition ratings, and normal as well as abnormal depreciation.

20.3.3 Call Back Procedures – If there is additional information required from the owner or tenant of the property and no one is home, a door hanger will be left at the property identifying the parcel and giving a number in which the resident may return a call. If a call is returned by the resident, the questions will be answered over the phone or an appointment with the resident will be set to review the information in question. If there is no response from the owner or tenant, the information will be estimated to the best ability of the appraiser.

20.4 Commercial/Industrial Property Valuation

The Contractor shall review one-fourth (1/4) of the county's commercial/industrial properties as supplied by the Assessor. The Contractor may be responsible to appraise the values of said properties for Ad Valorem tax purposes – estimating the true tax value of each parcel of land and improvements thereon.

20.4.1 Data Collection – During this phase of operation the properties as supplied by the Assessor shall be reviewed by the Contractor for inaccuracies

in dimensions and description. Each structure shall be reviewed by viewing three sides. Where errors or omissions in sizes are found, the improvements shall be measured and corrections noted on the property record card. The interior will be verified as to use and special features (i.e. mezzanines, elevators etc.).

Outbuildings shall be reviewed in the same manner as the main structure. Dimensions viewed as being in error will be measured and corrections noted on the property record card. The outbuildings will not be drawn to scale but rather be numbered in their approximate location to the main structure on the property.

20.4.2 Valuation – After reviewing the property characteristics and measurements of the structures, the Contractor shall appraise the property by use of sales data, grade factors, condition ratings, and normal as well as abnormal depreciation.

20.5 Exempt Property Valuation

The Contractor shall review one-fourth (1/4) of the county's Non-government exempt properties as supplied by the Assessor. The Contractor shall appraise these properties in the same manner as the commercial and industrial properties.

20.6 Utility Property Valuation

The Contractor shall review one-fourth (1/4) of the county's locally assessed utility properties as supplied by the Assessor. The Contractor shall appraise these properties in the same manner as the commercial and industrial properties.

21.0 Data Entry

Upon completion of the field inspection, the Contractor shall return the updated property record cards to the Assessor for entry into the CAMA system. It is the responsibility of the Assessor to input the updated property record information into the system.

22.0 Splits and Consolidations

The Assessor(s) office shall be responsible for advising the Contractor on monthly basis of combination, or division of real property. It shall be the obligation and the responsibility of the Contractor to update their appraisal cards with these divisions and combinations so that when the cards are delivered they shall be correct up to the tax lien date effective under this Agreement. It is and shall remain the responsibility of the Assessor to update the data base with transfers, splits and combinations.

23.0 Annual Adjustments/Trending

23.1 Sales Data Base

The Contractor shall receive from the Assessors the sales data base in an agreed upon format. The sales will have been validated by the Assessors to establish the sales disclosures were accurate and the sale was an arms-length transaction. The Contractor shall use sales occurring between January 1, 2006 and December 31, 2007 in performing sales ratio studies for the March 1, 2008 assessment date.

23.2 Preliminary Sales Ratio Study

A preliminary sales ratio study will be performed on the sales data base to establish the number of sales and that the annual assessed valuations are reflective of current market value in use conditions. The preliminary sales ratio will be performed on all townships to establish the equalization between the townships. Sales will be compared to assessed values to determine the median assessment level, the coefficient of dispersion and the price related differential.

23.3 Neighborhood Factors

Neighborhood factors established during the last reassessment will be reviewed and redefined as needed based on the sales data base. If the coefficient of dispersion falls outside of the range established by the DLGF then further stratification may be needed. Any additional factors over and above that of neighborhood factors would be documented and approved by the Assessors.

23.4 Additional Stratification

Upon finding that neighborhood factors are not adequate in establishing the appropriate trending factor, further stratification will be performed. This stratification could be broken into house types, or age types, or use types. This further stratification will provide for more equitable assessments.

23.5 Land Values

As part of this contract, land values will be trended according to land sales. The Contractor will make every effort to establish base rates or trending factors for land values of all classes of property. All agricultural land values will be trended as established by the DLGF.

23.6 Presentation to PTABOA

Contractor would be available to present their finding to the PTABOA of Howard County as prescribed by the Annual Adjustment rule.

23.7 Entry of Factors

Once the factors have been determined, a report will be supplied to the Assessors for their approval and entry into the CAMA system. It is the responsibility of the Assessors to data input the trending factors into the CAMA software. The Assessor shall then re-price and post all of the parcels.

23.8 Equalization Study

The final sales ratio/equalization study will be performed on the updated parcels by the Assessor. Any problems found in the study will be brought to the Contractor for clarification or correction. The Assessor will be responsible for submitting the final equalization study to the Department of Local Government Finance or the Indiana Legislative Services in the format required.

24.0 Appeals

24.1 Informal Appeals

The Contractor shall supply responsible personnel to assist with informal hearings after the notice of assessments have be released. The Contractor will assist in complaints as to revised or new valuations placed upon the properties by the Contractor.

Unless otherwise agreed by the parties, as part of this agreement the Contractor shall supply fifteen (15) days for informal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per person day.

24.2 Formal Appeals

The Contractor shall supply, upon request, a responsible representative to the formal hearing held by the Property Tax Assessment Board of Appeals, to assist in the settlement of any complaints not resolved in the informal hearings process.

As part of this agreement the Contractor shall present evidence and testimony on behalf of the Assessor to the Property Tax Assessment Board of Appeals (PTABOA). If the Contractor feels additional representation such as an attorney or an appraiser is needed to support the assessment, a conference with the Assessor will be held before pursuing to the PTABOA.

As part of this agreement the Contractor shall supply five (5) days for formal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per person day plus agreed upon expenses.

24.3 Appeals beyond the PTABOA

If an assessed value recommended by the Contractor is appealed beyond the PTABOA, a responsible representative shall, upon request, be present at the hearing to bear professional testimony and evidence as to the value placed on said property.

As part of this agreement the Contactor shall present evidence and testimony on behalf of the Assessor to the Indian Board of Tax Review. If the Contractor feels additional representation such as an attorney or an appraiser is needed to support the Assessment, a conference with the Assessor will be held before pursuing beyond the PTABOA.

The Contractor shall submit a claim to the Assessor at a per diem rate of \$450.00

per person day, plus agreed upon expenses.

All per diem amounts shall include necessary field and office preparations, travel and waiting time, preliminary meetings and actual hearing time. Payment shall be made to the Contractor within thirty (30) days of submission of claims.

25.0 Start and Completion

The Contractor agrees to commence the work on or before July 1st 2007 and to prosecute the same without interruption until its completion. The Contractor shall complete the program and submit the finished cards to the Assessor on or before June 30, 2008. This agreement shall automatically renew for successive one-year terms, for the prices set forth on Exhibit A, unless either party shall deliver to the other party a written notice of termination sixty (60) days prior to the end of the then current term.

26.0 Penalty

If the contractor should fail to complete the project by the completion date, and the delay is of no cause by the Assessor, that failure shall be cause for a penalty payment of \$50.00 per day beyond the completion date; Saturdays, Sundays, and Holidays excluded. Such penalty shall be deducted from the contract sum owed the Contractor by the County.

27.0 Assessor Responsibility

The Assessor shall provide:

- A copy of the current property record card for each parcel the Assessor wishes to have appraised;
- A copy of the current 2007 plat maps with up to date aerial photographs;
- Access to the current CAMA system – including remote access using Go To My PC software;
- Copy of most current land order;
- Sales disclosure file in agreed upon format;
- Notification of Tax Payer of change in value;

The final determination of the true tax value and assessed value is and shall always remain the responsibility of the Assessor.

28.0 Office Space and Equipment

The Assessor agrees to furnish adequate space and utilities conveniently located to the Assessor's office for the duration of the project. In addition, the Assessor shall provide furniture, phone, and access to the CAMA system during working hours. The Assessor shall incur all expenses and liabilities resulting directly there from without any obligation to the Contractor.

29.0 Additional Services

The Contractor, upon request from the Assessor, may perform additional services outside of the scope of this contract. Those services will be executed at a per diem fee basis as required by the Assessor and supplied by the Contractor. The Contractor per diem charge shall be \$400.00 per day.

30.0 Notification of Tax Payer

It is the responsibility of the Assessor, upon completion of the Statement of Work by the Contractor, to print and send notification of the new assessment for the lean date of March 1, 2008. The notification will be printed on the form prescribed by the Department of Local Government Finance.

31.0 Areas Included in Contract

The following areas will be reviewed as part of this agreement for 2008 pay 2009:

Center Township and the city of Kokomo South of Markland Ave.

32.0 Parcel Count

The number of parcels covered by this contract shall not exceed one-fourth (1/4) of the total parcel count as listed below. In the case where the Assessor requires more than one-fourth (1/4) of the parcels to be appraised, the properties will be appraised at the following rates:

Residential/Agricultural:	\$35.00 per parcel
Commercial/Exempt:	\$75.00 per parcel
Industrial/Utility:	\$300.00 per parcel

Total Parcel Count for Howard County:

	IMPROVED	NON-IMPROVED
RESIDENTIAL	30,641	4,524
COMMERCIAL	2,418	316
AGRICULTURAL	1,232	2,816
INDUSTRIAL	219	39
UTILITY	89	3
RAILROAD	-	-
NON-TAXABLE	1,928	34
TOTAL 44,259	36,527	7,732

33.0 Level Two Appraiser Responsibility

All direct assessment activities shall be performed by a level two assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract shall be organized, supervised, completed, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-35.5.

34.0 Administrative Responsibility

Administrative personnel employed by the Contractor may be used to fulfill the following duties: All duties general clerical in nature as defined by Webster's dictionary.

35.0 Parcel Characteristics

The contractor shall provide complete updated parcel characteristics and assessment data in a manner and form that allows entry into the Assessor's CAMA system.

It is the responsibility of the Assessor to insure that the CAMA system shall provide complete updated parcel characteristics and assessment data in a manner and form that allows the data export and transmission requirements of the legislative services agency and the department of local government finance.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on this 11 Day of April, 2007.

Assessors

Jamie H. Shepherd
Jamie Shepherd
Howard County Assessor

Sheila Pullen
Sheila Pullen
Center Township Trustee Assessor

David Boyce
David Boyce
Clay Township Trustee Assessor

Connie Longshore
Connie Longshore
Ervin Township Trustee Assessor

Joyce Ancil
Joyce Ancil
Harrison Township Assessor

David B. Britton
David Britton
Honey Creek Township Trustee Assessor

Virginia Manner
Virginia Manner
Howard Township Trustee Assessor

Greg Kingsseed
Greg Kingsseed
Jackson Township Trustee Assessor

Linda A. Grove
Linda A. Grove
Liberty Township Trustee Assessor

David M. Reser
David M. Reser
Monroe Township Trustee Assessor

John Raisor
John Raisor
Taylor Township Assessor

Stephen Carpenter
Stephen Carpenter
Union Township Trustee Assessor

Ad Valorem Solutions, LLC

James A. Morris II
James A. Morris II
Senior Partner

*Howard County Board of
Commissioners

Brad J. Bowman
Brad J. Bowman

Paul J. Raver
Paul J. Raver

David A. Trine
David A. Trine

*For and on behalf of the Howard County Assessor
Only

2007 MAINTENANCE
CONTRACT



HOWARD COUNTY, INDIANA

PREPARED AND SUBMITTED BY

AD VALOREM SOLUTIONS, LLC

506 E. NORTH ST.

KOKOMO, INDIANA 46901

MAINTENANCE AGREEMENT

TABLE OF CONTENTS

	Page
PROFESSIONAL SERVICES AGREEMENT.....	01
1.0 General Undertaking.....	01
2.0 Term of Engagement.....	01
3.0 Nature of Engagement.....	01
4.0 Price and Payment.....	01
5.0 Non-circumvention.....	02
6.0 Notices.....	02
7.0 Termination.....	02
8.0 Independent Contractor Status.....	03
9.0 Security, No Conflicts.....	03
10.0 Insurance, Indemnity.....	03
11.0 Transmission of Data.....	03
12.0 Contract Representative.....	04
13.0 DLGF Oversight.....	04
14.0 Force Majeure.....	04
15.0 Miscellaneous.....	04
STATEMENT OF WORK.....	06
16.0 Maintenance.....	06
16.1 New Construction.....	06
16.2 Demolitions.....	07
16.3 Splits and Combinations.....	07
17.0 Data Entry.....	07
18.0 Use of Records and Maps.....	07
19.0 Office Space and Equipment.....	07
20.0 Appeals.....	08
20.1 Informal Appeals.....	08
20.2 Formal Appeals.....	08
20.3 Appeals Beyond the PTABOA.....	08
21.0 Start and Completion.....	09
22.0 Penalty.....	09
23.0 Assessor Responsibility.....	09
24.0 Additional Services.....	09
25.0 Notification of Taxpayer.....	10
26.0 Level Two Appraiser Responsibility.....	10
27.0 Administrative Responsibility.....	10
28.0 Parcel Characteristics.....	10
29.0 Professional Appraiser Certification; Contract Void on Revocation.....	10
Agreement.....	12
Signatures.....	12

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Ad Valorem Solutions, LLC, with office at 506 E. North St., Kokomo, IN 46901 (the "Contractor") and the County Assessor, with office at 236 N. Main St., Kokomo, IN 46901; the Township Assessors, Excluding Center Township; and the Township Trustee Assessors of Howard County (the "Assessor").

1.0 General Undertaking

The parties are entering into this Agreement to establish a relationship whereby Assessor is commissioning Contractor to perform certain general consulting services and to deliver certain written findings and recommendations specified in the attached Statement of Work (collectively, "Maintenance").

2.0 Term of Engagement

This Agreement shall commence on the date stated in Section 21 (Start and Completion) and unless terminated earlier in accordance with Section 7 ("Termination") shall continue in full force and effect until the Statement of Work is completed according to its terms. Termination shall have no effect on Assessor's obligation to pay the applicable labor rate or an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.

3.0 Nature of Engagement

Contractor is being hired on a Fixed Price basis to perform the Services and provide the Deliverables according to specifications described in the Statement of Work (the "Maintenance"). Any changes to the scope of work shall be subject to a written Change Order that includes an appropriate adjustment to the price, delivery dates or a notation that no such adjustments are necessary. If the parties cannot agree on the characterization of an item as "out-of-scope," Contractor shall fill the request without prejudice to its claim for reasonable compensation. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.

4.0 Price & Payment

(a) Price. The Services and all Deliverables described in the Statement of Work are provided at a firm fixed price of Twenty Six Thousand Five Hundred Dollars (\$26,500.00). The price includes Contractor's wages, overhead, general and

administrative expenses and all other indirect costs and profit to be recovered or charged under this Agreement. Contractor shall pay its personnel at least the minimum wage applicable to each labor classification.

(b) Invoices. The price for all Services shall be invoiced monthly based upon such portion to the fee as the percentage of the work completed during the preceding month.

(c) Payment. Payment shall be made within thirty (30) days after date of invoice subject to the Assessor's statutory claims procedure. Assessor may not withhold or "setoff" any amounts due hereunder except for penalties imposed under section 22 and Contractor reserves the right to cease work without prejudice and assert appropriate liens if amounts are not paid when due. Assessor shall execute any required financing statements.

(d) Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for Services include Contractor's reasonably anticipated out-of-pocket costs for travel. Any extraordinary expenses shall be subject to good faith negotiation by the parties.

5.0 Non-circumvention

During the Term and for a period of one (1) year thereafter, Assessor agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of Contractor without the prior written consent of Contractor. Violation of this provision shall, in addition to other relief, entitle Contractor to enforce this provision by injunction or restraining order.

6.0 Notices

Notices sent to either party shall be effective when delivered in person or transmitted by telecopy ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

7.0 Termination

This Agreement shall terminate upon expiration of the Term described in Section 2 ("Term of Engagement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action

reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' rights or obligations under Section 5 ("Non-circumvention").

8.0 Independent Contractor Status

Each party and its people are independent Contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

9.0 Security, No Conflicts

Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

10.0 Insurance, Indemnity

Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

11.0 Transmission of Data

It is the responsibility of the Assessor to adequately provide for the creation and transmission of real property assessment data in the form required by the Legislative Services Agency and the division of data analysis of the Department of Local Government Finance.

12.0 Contract Representative

A Contract Representative shall be appointed by the Assessor for this contract.

The Contract Representative may inspect the records of the contractor to verify the progress and evaluate the quality of work performed, and may accompany the Contractor's personnel in their assigned duties to assure the contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

The Contractor shall, upon request from the Contract Representative, provide written reports to the Contract Representative as to the progress of the project. These reports may include areas being worked in, areas completed, and problems related to the project. These reports will be provided at the time of invoicing.

13.0 DLGF Oversight

In order to insure the project is being performed to the highest standards, the Department of Local Government Finance and the Legislative Agency may, upon request, review and approve the work performed during this task. Any problems found in the process of the review should be shared with the Contractor as well as the Assessors.

14.0 Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

15.0 Miscellaneous

This document and the Statement of Work attached hereto constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be

modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Assessor without Contractor's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

STATEMENT OF WORK

Under the terms of this contract the Contractor shall perform the duties required to assist the Assessors in adjusting the assessed values for the assessment year of 2007. Those duties will include updating the property record cards, as supplied by the Assessors, with new construction, new additions, and demolition of buildings (Maintenance). The Contractor shall perform these services on the following classes of property:

Residential

Industrial

Agricultural

Public Utilities

Commercial

Exempt

It is understood that the Contractor agrees to provide and perform the work provided herein in a professional manner that will promote client, taxpayer public confidence and support; and in accordance with:

- The Real Property Assessment Manual (50 IAC 2.3) as accepted by the State Board of Tax Commissioners on May 10, 2001;
- The Real Property Assessment Guidelines for 2002 – Version A;
- All applicable rules, regulations and requirements of the Department of Local Government Finance as they were in effect as of the date of this proposal;
- Recognized professional appraisal standards, methods and techniques;
- And in the same manner as the most recent general reassessment.

16.0 Maintenance

16.1 New Construction

For each building permit issued to the Contractor, a responsible representative of the Contractor shall visit, inspect, and measure the structure as specified by the permit. In addition, the Contractor shall inspect the entire property for errors or omissions found on the property record card since the last countywide reassessment. When possible, the Contractor shall gain an interior inspection or gain interior information. If no one is home, and interior information is needed, the Contractor shall leave a door hanger at the property to allow the homeowner a means to contact the Contractor to gain the interior information.

If the property is not complete as of the assessment date, the Contractor will

establish a percentage complete and the card will be tagged for the next year's maintenance.

16.2 Demolitions

For each demolition permit issued to the Contractor, a responsible representative of the Contractor shall visit and inspect the property for the destroyed structures as specified by the demolition permit. In addition, the Contractor shall inspect the entire property for errors or omissions found on the property record card since the last countywide reassessment.

If the structure was not destroyed as of the assessment date, the Contractor will establish a percentage complete and the card will be tagged for the next year's maintenance.

16.3 Splits and Combinations

The Contractor, upon request from the Assessor, shall assist the Assessor with splits and combinations. The assistance shall be limited to five (5) working days. Any days beyond five (5) working days shall be billed as stated in the paragraph Additional Services.

17.0 Data Entry

Upon completion of the field inspection, the Contractor shall return the permits with the updated property record card to the Assessor for entry into the CAMA system. It is the responsibility of the Assessor to input the updated property record information into the system. The Contractor will be available to interpret any ambiguous corrections found on the property record card.

18.0 Use of Records and Maps

The Assessor shall give access to tax maps that have splits and new subdivision updates as current to the assessment date as possible. These maps could be those used during the most recent reassessment, but should be updated with splits and combinations as of March 1, 2007.

19.0 Office Space and Equipment

The Assessor agrees to furnish adequate space and utilities conveniently located to the Assessor's office for the duration of the project. In addition, the Assessor shall provide furniture, phone, and access to the CAMA system during working hours. The Assessor shall incur all expenses and liabilities resulting directly there from without any obligation to the Contractor.

20.0 Appeals

20.1 Informal Appeals

The Contractor shall supply responsible personnel to assist with informal hearings after the notice of assessments have been released. The Contractor will assist in complaints as to revised or new valuations placed upon the properties by the Contractor.

As part of this agreement the Contractor shall supply five (5) days for informal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per person day.

20.2 Formal Appeals

The Contractor shall supply, upon request, a responsible representative to the formal hearing held by the Property Tax Assessment Board of Appeals, to assist in the settlement of any complaints not resolved in the informal hearings process.

As part of this agreement the Contractor shall present evidence and testimony on behalf of the Assessor to the Property Tax Assessment Board of Appeals (PTABOA). If the Contractor feels additional representation such as an attorney or an appraiser is needed to support the assessment, a conference with the Assessor will be held before pursuing to the PTABOA.

As part of this agreement the Contractor shall supply three (3) days for formal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per person day plus agreed upon expenses.

20.3 Appeals beyond the PTABOA

If an assessed value recommended by the Contractor is appealed beyond the PTABOA, a responsible representative shall, upon request, be present at the hearing to bear professional testimony and evidence as to the value placed on said property.

As part of this agreement the Contractor shall present evidence and testimony on behalf of the Assessor to the Indian Board of Tax Review. If the Contractor feels additional representation such as an attorney or an appraiser is needed to support the Assessment, a conference with the Assessor will be held before pursuing beyond the PTABOA.

The Contractor shall submit a claim to the Assessor at a per diem rate of \$450.00 per person day plus agreed upon expenses.

All per diem amounts shall include necessary field and office preparations, travel and waiting time, preliminary meetings and actual hearing time. Payment shall be made to the Contractor within thirty (30) days of submission of claims.

21.0 Starts and Completion

The Contractor agrees to commence the work as set forth no later than February 1st 2007 and will continue without interruption until its completion. The Contractor shall complete the program and submit the finished cards to the Assessor on or before July 1, 2007.

22.0 Penalty

If the contractor should fail to complete the maintenance project by the completion date, and the delay is of no cause by the Assessor, that failure shall be cause for a penalty payment of \$50.00 per day beyond the completion date; Saturdays, Sundays, and Holidays excluded. Such penalty shall be deducted from the contract sum owed to the vendor by the County.

23.0 Assessor Responsibility

The Assessor shall provide:

- A copy of each new building or demolition permit attached to the most current copy of the corresponding property record card;
- Incomplete permits held over from the 2006 maintenance attached to the most current copy of the corresponding property record card;
- The permits and cards shall be arranged in a mutually agreed order;
- All building permits should be from January through December of 2006 and should be submitted to Contractor on or before February 1, 2007; and
- Demolition permits may be submitted until July 15, 2007.

The final determination of the true tax value and assessed value is and shall remain the responsibility of the Assessor.

24.0 Additional Services

The Contractor, upon request from the Assessor, may perform additional services outside of the scope of this contract. Those services will be executed at a per diem fee basis as required by the Assessor and supplied by the Contractor. The Contractor per diem charge shall be \$400.00 per day.

25.0 Notification of Tax Payer

It is the responsibility of the Assessor, upon completion of the Statement of Work by the Contractor, to print and send notification of the new assessment for the lean date of March 1, 2007. The notification will be printed on the form prescribed by the Department of Local Government Finance.

26.0 Level Two Appraiser Responsibility

All direct assessment activities shall be performed by a level two assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract shall be organized, supervised, completed, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-35.5.

27.0 Administrative Responsibility

Administrative personnel employed by the Contractor may be used to fulfill the following duties: All duties general clerical in nature as defined by Webster's dictionary.

28.0 Parcel Characteristics

The contractor shall provide complete updated parcel characteristics and assessment data in a manner and form that allows entry into the Assessor's CAMA system.

It is the responsibility of the Assessor to insure that the CAMA system shall provide complete updated parcel characteristics and assessment data in a manner and form that allows the data export and transmission requirements of the legislative services agency and the department of local government finance.

29.0 Professional Appraiser Certification; Contract Void on Revocation.

- (a) The Professional Appraiser must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he/she/it: is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract.

(b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed, in duplicate, by their duly authorized representatives on this 11 day of April, 2007.

Assessors

Jamie h. Shepherd
Jamie Shepherd
Howard County Assessor

Greg Kingseed
Greg Kingseed
Jackson Township Trustee Assessor

David Boyce
David Boyce
Clay Township Trustee Assessor

Linda A. Grove
Linda A. Grove
Liberty Township Trustee Assessor

Connie Longshore
Connie Longshore
Bryin Township Trustee Assessor

David M Reser
David M Reser
Monroe Township Trustee Assessor

Joyce Ancil
Joyce Ancil
Harrison Township Assessor

John Raisor
John Raisor
Taylor Township Assessor

David B. Britton
David Britton
Honey Creek Township Trustee Assessor

Stephen Carpenter
Stephen Carpenter
Union Township Trustee Assessor

Virginia Marner
Virginia Marner
Howard Township Trustee Assessor

Ad Valorem Solutions, LLC

*Howard County Board of
Commissioners

James A. Morris II
James A. Morris II
Senior Partner

Brad J. Bagwell
Brad J. Bagwell
Paul J. Raver
Paul J. Raver
David A. Trine
David A. Trine
*for and on behalf of the Howard County
Assessor Only